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18
19 **UNITED STATES DISTRICT COURT**

20 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

21 SPS TECHNOLOGIES, LLC
22 d/b/a/ PB FASTENERS,

23 Plaintiff,

24 v.

25 BRILES AEROSPACE, INC.,
MICHAEL BRILES, ROBERT
26 BRILES as an individual and as
Trustee of the ROB BRILES
27 REVOCABLE FAMILY TRUST
DATED MARCH 28, 1991,
28 RICHARD BRILES as an

Case No. 2:18-cv-09536-MWF-AS

SECOND AMENDED COMPLAINT

**1. VIOLATION OF DEFEND TRADE
SECRETS ACT
2. VIOLATION OF CALIFORNIA
UNIFORM TRADE SECRETS ACT
3. VIOLATION OF LANHAM ACT
4. VIOLATION OF CALIFORNIA
FALSE ADVERTISING LAW
5. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW**

1 individual and as Trustee of the
2 RICK AND KEANNA A. BRILES
3 FAMILY REVOCABLE TRUST
4 DATED DECEMBER 12, 1990,
5 HI-SHEAR CORP., LISI
6 AEROSPACE NORTH
7 AMERICA, INC., LISI
8 AEROSPACE CANADA CORP.,
9 BLANC AERO INDUSTRIES
10 SAS, SPACE-LOK, INC., and
11 MONTGOMERY
12 MERCHANDIZING, LLC d/b/a
13 MONTGOMERY MACHINE

14 Defendants.

**6. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS
7. INTENTIONAL INTERFERENCE
WITH PROSPECTIVE BUSINESS
RELATIONS
8. BREACH OF CONTRACT
9. INTENTIONAL
MISREPRESENTATION
10. CONCEALMENT**

DEMAND FOR JURY TRIAL

**REDACTED VERSION OF DOCUMENT
TO BE FILED UNDER SEAL
PURSUANT TO ORDER OF COURT
DATED JULY 16, 2019**

1 Plaintiff SPS Technologies, LLC d/b/a PB Fasteners (“PB Fasteners” or
 2 “Plaintiff”), by and through its attorneys, and for its Second Amended Complaint
 3 against Briles Aerospace, Inc. (“Briles Aerospace”), Michael Briles, Robert Briles (as
 4 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated
 5 March 28, 1991), Richard Briles (as an individual and as the Trustee of the Rick and
 6 Keanna A. Briles Family Revocable Trust dated December 12, 1990), HI-SHEAR
 7 Corp., Lisi Aerospace North America, Inc. (together with HI-SHEAR Corp., “Lisi
 8 USA”), Lisi Aerospace Canada Corp. (“Lisi Canada”), Blanc Aero Industries SAS
 9 (“Lisi France”), Space-Lok, Inc. (“Space-Lok”), and Montgomery Merchandizing,
 10 LLC d/b/a Montgomery Machine (“Montgomery Machine”) (collectively,
 11 “Defendants”), hereby alleges as follows:

12 **I. INTRODUCTION**

13 1. PB Fasteners is a leader in the design and manufacture of high-strength
 14 aerospace fasteners, with more than fifty years of experience in the industry. PB
 15 Fasteners’ marquee product is the SLEEVbolt®, which is an advanced-concept
 16 fastening system with critical applications in commercial and military aircraft. This
 17 case arises from the wrongful acts of the Defendants pertaining to that SLEEVbolt®
 18 system, which have resulted in trade secret misappropriation, false advertisement,
 19 unfair competition, intentional interference with contractual and prospective business
 20 relations, breach of contract, intentional misrepresentation, and concealment.

21 2. The SLEEVbolt® system consists of a tapered bolt made of titanium or
 22 nickel superalloy combined with a tapered stainless steel sleeve that the bolt slides
 23 into. During the manufacturing process, the bolt is pushed partially into the sleeve
 24 and the assembly is delivered to the customer in that state. This is referred to as the
 25 semi-expanded state of the SLEEVbolt®.

26 3. During installation, the SLEEVbolt® is placed into a hole drilled through
 27 the aircraft components that need to be joined together. The hole is drilled to precisely
 28 match the outer diameter of the SLEEVbolt® in the semi-expanded state. The tapered

1 bolt is then driven fully through the sleeve, causing a precise amount of uniform
2 expansion throughout the sleeve. The expansion of the sleeve creates a uniform force,
3 referred to as interference, between the hole and the SLEEVbolt®.

4 4. The SLEEVbolt® system offers significant benefits over competing
5 aerospace fasteners. As one example, the SLEEVbolt® provides a uniform
6 interference fit with constant radial compression between the fastener and secured
7 aircraft components, which reduces structural fatigue. As another example, the
8 uniform expansion of the SLEEVbolt® provides critical lightning strike protection in
9 composite structures.

10 5. The tapered bolt and sleeve are made and assembled with confidential
11 and proprietary dimensions, formulae, and processes, which are essential to the proper
12 manufacture and functioning of the SLEEVbolt®. These dimensions, formulae, and
13 processes are not generally known or readily ascertainable.

14 6. PB Fasteners developed its confidential and proprietary dimensions,
15 formulae, and processes through many years of research and testing. This
16 development required significant engineering expertise, industry experience and
17 know-how, and investment of resources. PB Fasteners also was required to refine its
18 dimensions, formulae, and processes over time as it developed new models of the
19 SLEEVbolt®, including large-diameter SLEEVbolts® starting in 2013. Given the
20 value of this information, PB Fasteners has made extensive efforts to maintain its
21 secrecy.

22 7. The primary consumer of the SLEEVbolt® system is The Boeing
23 Company (“Boeing”), which has been a customer of PB Fasteners for more than forty
24 years. Boeing has contracted with PB Fasteners for the production of SLEEVbolts®
25 for Boeing’s composite 787 aircraft and has placed short-term purchase orders for the
26 production of SLEEVbolts® for Boeing’s composite 777X aircraft. The contract for
27 the 787 aircraft runs through December 31, 2021. As part of their contractual and
28 ongoing business relationship, PB Fasteners gave Boeing access to its proprietary

1 SLEEVbolt® information. Boeing required this information to be able to properly
2 inspect and approve the SLEEVbolts® and to integrate them into the aircraft assembly
3 process. PB Fasteners provided proprietary information to Boeing in documents
4 describing specific dimensions and processes; during in-person meetings and
5 telephone calls with Boeing engineers; and in conjunction with inspections conducted
6 by Boeing at PB Fasteners' factory. PB Fasteners communicated all proprietary
7 information to Boeing on the condition that the information would remain
8 confidential. Boeing understood that it had an obligation to maintain the
9 confidentiality of PB Fasteners' proprietary information.

10 8. In 2011, Plaintiff SPS Technologies, LLC purchased the assets of Paul
11 R. Briles d/b/a PB Fasteners, which included the proprietary information and trade
12 secrets necessary to make the SLEEVbolt®. For several years after the acquisition,
13 Plaintiff was the exclusive manufacturer of SLEEVbolts® for Boeing.

14 9. Before Plaintiff's acquisition of the assets of PB Fasteners, Robert Briles
15 was the President of PB Fasteners, and Michael Briles worked as its Director of Sales
16 and Marketing. In conjunction with their employment at PB Fasteners after the asset
17 acquisition, Robert and Michael Briles each entered into confidentiality agreements
18 with Plaintiff. Shortly after the asset acquisition, Michael Briles left PB Fasteners
19 and founded Briles Aerospace. Initially, Briles Aerospace manufactured and
20 provided only standard products and services for the aerospace industry. When
21 standard products and services failed to yield sufficient profits, however, Briles
22 Aerospace began working to misappropriate the SLEEVbolt®. Robert Briles was a
23 principal facilitator and financier of these efforts.

24 10. To develop a copy of the SLEEVbolt®, Briles Aerospace relied on PB
25 Fasteners' confidential, proprietary, and trade secret information, which Briles
26 Aerospace acquired and used through improper means. As one example, Briles
27 Aerospace obtained PB Fasteners' confidential, proprietary, and trade secret
28 information from former PB Fasteners employees with detailed knowledge of that

1 information, including Michael Briles, Robert Briles, and others. These employees
2 were subject to confidentiality agreements that prohibited the disclosure or use of PB
3 Fasteners' confidential, proprietary, and trade secret information. As another
4 example, Briles Aerospace began to work with Boeing to obtain qualifications to
5 produce the SLEEVbolt®. In doing so, Briles Aerospace gained access to PB
6 Fasteners' trade secret and proprietary information through documents exchanged
7 with Boeing, as well as through in-person meetings and telephone calls with
8 representatives from Boeing. As a result of this improper conduct, Briles Aerospace
9 was able to qualify to produce the SLEEVbolt® in far less time than would have been
10 possible without PB Fasteners' confidential, proprietary, and trade secret information.
11 Indeed, Briles Aerospace lacked the capital and independent manufacturing expertise
12 to re-create the SLEEVbolt® when it began its efforts to qualify with Boeing.

13 11. Lisi USA, Lisi Canada, and Lisi France (collectively, "Lisi Aerospace")
14 also misappropriated PB Fasteners' trade secret information related to the
15 SLEEVbolt®. Like Briles Aerospace, Lisi Aerospace acquired PB Fasteners' trade
16 secrets through improper means to develop its copy of the SLEEVbolt®. As one
17 example, Lisi Aerospace gained access to these trade secrets through a former
18 employee of Plaintiff, Larry Kline, who had detailed knowledge of that information.
19 Mr. Kline was subject to a confidentiality agreement that prohibited the disclosure or
20 use of Plaintiff's confidential, proprietary, and trade secret information. As another
21 example, Lisi Aerospace began to work with Boeing to obtain qualifications to
22 produce the SLEEVbolt® through a process similar to the process that Briles
23 Aerospace had pursued with Boeing to develop its copy of the SLEEVbolt®. During
24 this qualification process, [REDACTED]

25 [REDACTED]
26 [REDACTED] [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 12. Space-Lok and Montgomery Machine also misappropriated PB
7 Fasteners' trade secrets to develop a copy of the SLEEVbolt®. Like Briles Aerospace
8 and Lisi Aerospace, Space-Lok and Montgomery Machine obtained these trade
9 secrets through the qualification process with Boeing. [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 13. Briles Aerospace and Lisi Aerospace were able to qualify to produce the
28 SLEEVbolt® for Boeing only because they acquired PB Fasteners' trade secret

1 information through improper means and/or improperly used that information.

2 [REDACTED]
3 [REDACTED] only because they acquired PB Fasteners' trade secret
4 information through improper means and/or improperly used that information.

5 14. In September 2018, Boeing issued a new Request for Proposal ("RFP")
6 for a SLEEVbolt® with a minor machined "notch" on the head of the tapered bolt.
7 Before issuing this new RFP, Briles Aerospace and Lisi Aerospace had worked with
8 Boeing to develop the "notched" design revision, thereby encouraging Boeing to
9 breach its contractual obligations to PB Fasteners and interfering with Boeing and PB
10 Fasteners' ongoing and prospective contractual and business relations.

11 15. In connection with that RFP, Boeing disclosed to PB Fasteners for the
12 first time that it had qualified Briles Aerospace and Lisi Aerospace as additional
13 manufacturers of the SLEEVbolt®. Neither of these manufacturers could have
14 obtained the necessary qualifications without misappropriating PB Fasteners'
15 proprietary information. [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 16. Instead of promoting legitimate competition in the market for aerospace
19 fasteners, Briles Aerospace, Lisi Aerospace, Space-Lok, and Montgomery Machine
20 stole PB Fasteners' trade secrets. The trade secret and proprietary information stolen,
21 misused, and misappropriated by Defendants was the result of many years of
22 investment, research, and development. In response to Defendants' misconduct, PB
23 Fasteners brings this Complaint to prevent any further misuse of its proprietary
24 information, to prevent Defendants from undermining its business and reputation, and
25 to obtain compensation for its damages and for Defendants' unjust enrichment
26 resulting from their unlawful conduct.

II. PARTIES

17. SPS Technologies, LLC is a limited liability company organized and existing under the laws of Pennsylvania. Its principal place of business is at 4650 SW Macadam Ave., Portland, Oregon 97239. As set forth below, SPS Technologies, LLC owns all of the proprietary, confidential, and trade secret information that Defendants misappropriated. SPS Technologies, LLC owns and operates a manufacturing facility at 1700 W. 132nd St., Gardena, California 90249, under the name PB Fasteners.

18. Briles Aerospace, Inc. is a California corporation with its principal place of business at 1559 West 135th St., Gardena, California 90249.

19. Michael Briles is a resident, domiciliary, and citizen of California. Michael Briles is the founder and President of Briles Aerospace, Inc., the nephew of Robert Briles, and the son of Richard Briles. Before founding Briles Aerospace, Inc., Michael Briles was an employee of PB Fasteners.

20. Robert Briles is a resident, domiciliary, and citizen of California. He is the former President of PB Fasteners, the uncle of Michael Briles, and the brother of Richard Briles. Robert Briles is the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991.

21. Richard Briles is a resident, domiciliary, and citizen of California. He is a former Director of PB Fasteners, the father of Michael Briles, and the brother of Robert Briles. He is the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990.

22. HI-SHEAR Corp. is a Delaware corporation with its principal place of business at 2600 Skypark Drive, Torrance CA 90509.

23. Lisi Aerospace North America, Inc. is a Delaware corporation with its principal place of business at 2600 Skypark Drive, Torrance CA 90509.

24. Lisi Aerospace Canada Corp. is a Canadian company with its principal place of business at 2000 Place Transcanadienne, Dorval, Quebec, H9P 2X5, Canada.

1 25. Blanc Aero Industries SAS is a French company with its principal place
2 of business at 45/52 Quai de la Râpée, 75012 Paris 12, France.

3 26. Space-Lok, Inc. is a California corporation with its principal place of
4 business at 6300 Ridglea Place Suite 914, Fort Worth TX 76116. Space-Lok, Inc.
5 owns and operates a manufacturing facility at 13306 Halldale Ave., Gardena CA
6 90249.

7 27. Montgomery Merchandizing, LLC is a Connecticut limited liability
8 company with its principal place of business at 52 Indian Road, Guilford CT 06437.
9 Montgomery Merchandizing, LLC operates a manufacturing facility under the name
10 Montgomery Machine at 1 Orchard Park Road, Suite 2, Madison CT 06443.

11 **III. JURISDICTION AND VENUE**

12 28. The Court has subject matter jurisdiction over PB Fasteners' federal
13 trade secret claims pursuant to 18 U.S.C. §§ 1836 *et seq.* and 28 U.S.C. § 1331. The
14 Court has subject matter jurisdiction over PB Fasteners' federal Lanham Act claim
15 pursuant to 15 U.S.C. §§ 1051 *et seq.* and 28 U.S.C. § 1331. The Court has
16 supplemental jurisdiction over the state law claims alleged in this Second Amended
17 Complaint pursuant to 28 U.S.C. § 1367.

18 29. The Court has personal jurisdiction over Briles Aerospace because Briles
19 Aerospace resides in California and/or does business in California.

20 30. The Court has personal jurisdiction over Michael Briles because he is a
21 resident, domiciliary, and citizen of California, and/or because he does business in
22 California.

23 31. The Court has personal jurisdiction over Robert Briles (as an individual
24 and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991)
25 because he is a resident, domiciliary, and citizen of California, and/or because he has
26 done business in California.

27 32. The Court has personal jurisdiction over Richard Briles (as an individual
28 and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated

1 December 12, 1990) because he is a resident, domiciliary, and citizen of California,
2 and/or because he has done business in California.

3 33. The Court has personal jurisdiction over HI-SHEAR Corp. because HI-
4 SHEAR Corp. resides in California and/or does business in California.

5 34. The Court has personal jurisdiction over Lisi Aerospace North America,
6 Inc. because Lisi Aerospace North America, Inc. resides in California and/or does
7 business in California.

8 35. The Court has personal jurisdiction over Lisi Aerospace Canada Corp.
9 because Lisi Aerospace Canada Corp. has committed and continues to commit acts of
10 misappropriation in violation of 18 U.S.C. §§ 1836 *et seq.* and, upon information and
11 belief, ships infringing products into the State of California, including this District.
12 The acts of Lisi Aerospace Canada Corp. cause deliberate injury to PB Fasteners
13 within this District. Upon information and belief, Lisi Aerospace Canada Corp.
14 derives substantial financial benefit from the shipment of infringing products within
15 this District and expects its actions to have consequences within this District.

16 36. The Court has personal jurisdiction over Blanc Aero Industries SAS
17 because Blanc Aero Industries SAS has committed and continues to commit acts of
18 misappropriation in violation of 18 U.S.C. §§ 1836 *et seq.* and, upon information and
19 belief, ships infringing products into the State of California, including this District.
20 The acts of Blanc Aero Industries SAS cause deliberate injury to PB Fasteners within
21 this District. Upon information and belief, Blanc Aero Industries SAS derives
22 substantial financial benefit from the shipment of infringing products within this
23 District and expects its actions to have consequences within this District.

24 37. The Court has personal jurisdiction over Space-Lok, Inc. because Space-
25 Lok, Inc. resides in California and/or does business in California.

26 38. The Court has personal jurisdiction over Montgomery Merchandizing,
27 LLC d/b/a Montgomery Machine because, upon information and belief, Montgomery
28 Merchandizing, LLC d/b/a Montgomery Machine has committed and continues to

1 commit acts of misappropriation in violation of 18 U.S.C. §§ 1836 *et seq.* and ships
2 infringing products into the State of California, including this District. The acts of
3 Montgomery Merchandizing, LLC d/b/a Montgomery Machine cause deliberate
4 injury to PB Fasteners within this District. Upon information and belief, Montgomery
5 Merchandizing, LLC d/b/a Montgomery Machine derives substantial financial benefit
6 from the shipment of infringing products within this District and expects its actions
7 to have consequences within this District.

8 39. Venue is proper within this District under 28 U.S.C. § 1391(b) and (c)
9 because a substantial part of the events or omissions giving rise to the claims alleged
10 in this Second Amended Complaint occurred in this judicial district and because Lisi
11 Aerospace Canada Corp. and Blanc Aero Industries SAS are not resident in the United
12 States.

13 **IV. FACTUAL ALLEGATIONS**

14 **A. PB Fasteners Develops the SLEEVbolt® System.**

15 40. PB Fasteners specializes in the manufacture of high-strength aerospace
16 fasteners. The company was founded in 1967, and now maintains a 100,000 square
17 foot manufacturing facility in Gardena, California, where it has about 250 employees.

18 41. Aerospace fasteners are subject to demanding specifications relating to
19 temperature, corrosion, weight, geometry, fatigue, and conductivity. As a result, the
20 aerospace fastener industry requires significant engineering expertise.

21 42. PB Fasteners is a leader in the design and manufacture of high-strength
22 aerospace fasteners.

23 43. One of the earliest inventions covered by a PB Fasteners trademark was
24 the Taper-Lok®, which is an integrated fastening system used specifically for
25 applications requiring precise levels of interference fit between the bolt and the
26 materials being joined.
27
28

1 44. The Taper-Lok® system is comprised of a tapered, conical-shank
2 fastener, which is installed into a precision tapered hole. The interference fit between
3 the Taper-Lok® and the tapered hole induces static radial compression.

4 45. The benefit of the Taper-Lok® system is that it effectively reduces
5 fatigue and enhances the life of the joint. The requirement of drilling a precisely
6 tapered hole to exact dimensions requires additional expertise and cost during aircraft
7 assembly.

8 46. PB Fasteners developed the SLEEVbolt® system to capture the benefits
9 of the Taper-Lok® system without incurring the additional cost at installation.

10 47. The SLEEVbolt® system is an advanced-concept fastening system with
11 critical applications in commercial and military aircraft. The SLEEVbolt® system
12 combines a tapered bolt made of titanium or nickel superalloy with a stainless steel
13 sleeve.

14 48. Because the SLEEVbolt® is delivered in a semi-expanded state and the
15 outside diameter of the sleeve is straight, not tapered, the assembly process is easier
16 and less expensive than the Taper-Lok® system. With the SLEEVbolt® system the
17 assembler can drill a straight hole instead of a tapered hole. Because the diameter of
18 that straight hole is very close to the outer diameter of the sleeve in its semi-expanded
19 state, the assembler simply drops the SLEEVbolt® into the hole and drives the bolt
20 the rest of the way into the sleeve, which expands the outer diameter of the sleeve to
21 create the exact amount of necessary radial compression and interference between the
22 SLEEVbolt® and the components that it joins.

23 49. For the SLEEVbolt® system to function properly, the outer diameter of
24 the sleeve must expand in a precise, uniform, and consistent way as the bolt is fully
25 driven into the sleeve. The dimensions, formulae, and processes for manufacturing
26 and assembling the bolt and sleeve that were developed by PB Fasteners are necessary
27 to make that expansion happen correctly in the SLEEVbolt® system.

28

1 50. The SLEEVbolt® comes in two forms: a protruding head version, used
2 to fasten structural components such as the wing box of the aircraft, and a flush head
3 version, used to fasten surface components such as the skins to the wings of the
4 aircraft.

5 51. The SLEEVbolt® system offers significant benefits over competing
6 aerospace fasteners:

- 7 a. It provides a uniform interference fit with radial compression
8 between the fastener and secured aircraft components, which
9 reduces structural fatigue at the joint;
- 10 b. It provides critical lightning strike protection in composite
11 structures by ensuring that there are no gaps in the conductive
12 electrical circuits of the aircraft;
- 13 c. It provides superior joint strength through more even load
14 distribution, thus requiring fewer fasteners than conventional
15 methods; and
- 16 d. It does not delaminate composite structures.

17 52. The tapered bolt and sleeve are made and assembled with confidential
18 and proprietary dimensions, formulae, and processes, which are essential to the proper
19 manufacture and functioning of the SLEEVbolt® system.

20 53. These confidential and proprietary dimensions, formulae, and processes
21 are not generally known or readily ascertainable.

22 54. PB Fasteners developed its dimensions, formulae, and processes through
23 many years of research and testing, which required significant engineering expertise,
24 the invention of manufacturing tools and machinery, recruitment and training of
25 specialized employees, investment in certifications, and industry experience and
26 know-how.

27 55. PB Fasteners has made extensive efforts to maintain the secrecy of its
28 proprietary information. These efforts include training employees in the protection

1 of corporate secrecy, requiring employees to sign confidentiality agreements, limiting
2 access to proprietary dimensions, formulae, and processes, and performing exit
3 interviews with departing employees.

4 56. Although PB Fasteners has disclosed some of its proprietary dimensions,
5 formulae, and processes to authorized business customers, vendors, or licensees, it
6 has informed recipients of such information that the information is proprietary, has
7 required recipients of such information to maintain its confidentiality, and the
8 recipients of such information have understood that they must maintain the
9 confidentiality of this information.

10 **B. Boeing Depends on the SLEEVbolt® System.**

11 57. PB Fasteners has been a major supplier of aerospace fasteners to Boeing
12 for more than forty years.

13 58. The relationship between PB Fasteners and Boeing assumed greater
14 significance with the development of composite aircraft in the late 2000s. Unlike
15 conventional metal airframes that readily conduct electricity, composite aircraft
16 require the manufacturer to engineer conductive electrical circuits to withstand
17 lightning strikes. The SLEEVbolt® system plays an important role in ensuring
18 lightning strike protection for Boeing's composite 787 and 777X aircraft.

19 59. Boeing and PB Fasteners operate under a contract that requires Boeing
20 to purchase 90% of the SLEEVbolt® requirements for its 787 aircraft from PB
21 Fasteners through December 31, 2021.

22 60. Before September 2018, no other manufacturer of aerospace fasteners
23 had ever supplied SLEEVbolts® to Boeing without first obtaining a license to use PB
24 Fasteners' proprietary information.

25 61. As part of its relationship with PB Fasteners, Boeing has required that it
26 be allowed to "qualify" PB Fasteners by visiting its facilities to verify that the
27 facilities and its processes are adequate. Boeing representatives performed in-person
28

1 inspections at PB Fasteners, where they had access to PB Fasteners' confidential and
2 proprietary dimensions and processes.

3 62. In addition, in connection with qualifications of specific fasteners,
4 including SLEEVbolts®, Boeing has required the exchange of part specification
5 documents with PB Fasteners. Such documents include PB Fasteners' confidential
6 and proprietary dimensions and processes.

7 63. Although PB Fasteners has provided Boeing access to its dimensions and
8 processes, PB Fasteners has insisted that such information is proprietary and must
9 remain confidential, PB Fasteners and Boeing have contractually agreed to maintain
10 the confidentiality of such information, and Boeing has understood that it must
11 maintain the confidentiality of such information.

12 **C. SPS Jenkintown Is Unable to Re-create the SLEEVbolt® System.**

13 64. In the 2000s, Boeing recognized that the SLEEVbolt® system was
14 critical to its manufacture of composite aircraft. As a result, Boeing identified SPS
15 Jenkintown as a potential SLEEVbolt® manufacturer to diversify its supply chain.

16 65. SPS Jenkintown is a premier manufacturer of high-strength aerospace
17 fasteners with nearly a century of engineering experience and industry know-how.

18 66. PB Fasteners granted SPS Jenkintown a license to use its proprietary
19 information, including specifically its trade secrets. PB Fasteners also provided SPS
20 Jenkintown with in-person training and support as it attempted to manufacture the
21 SLEEVbolt® system. Those efforts lasted for more than eighteen months.

22 67. Despite SPS Jenkintown's extensive engineering expertise, industry
23 know-how, and access to PB Fasteners' proprietary information, it was unable to
24 consistently manufacture the SLEEVbolt® system for Boeing using its own parts.
25 Instead, Jenkintown could consistently manufacture the SLEEVbolt® system for
26 Boeing only by purchasing the sleeves from PB Fasteners, which SPS Jenkintown
27 continued to do for the duration of its license.
28

D. Plaintiff Purchases the SLEEVbolt® System, and Briles Aerospace Steals It Back.

68. SPS Technologies, LLC purchased the assets of Paul R. Briles, Inc. d/b/a PB Fasteners in October 2011.

69. Before the acquisition, Robert Briles was the President of, and a shareholder in, PB Fasteners for many years. As a result, Robert Briles had access to, and detailed knowledge of, all of PB Fasteners' confidential and proprietary information, including without limitation the trade secret dimensions, formulae, and processes that are essential to the manufacture of the SLEEVbolt®.

70. During the negotiations for the acquisition of Paul R. Briles, Inc.'s assets by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc. represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets, including specifically the processes used in the manufacture of the SLEEVbolt® system. Robert Briles made this representation on behalf of, and as authorized by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert Briles made this representation to Plaintiff, among other occasions, on June 7, 2011 during a teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and representatives of the Federal Trade Commission.

71. In the Asset Purchase Agreement ("APA") with SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc. further represented (i) that Paul R. Briles, Inc.'s intellectual property rights included trade secrets, *see, e.g.*, APA definition of Intellectual Property Rights, (ii) that Paul R. Briles, Inc. owned such trade secrets free and clear, *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc. was aware of no improper use of such trade secrets by others, *see, e.g.*, APA Section 4.8.3, and (iv) that the assets acquired by SPS Technologies, LLC included all such

1 trade secrets, *see, e.g.*, APA Section 2.1.5. Robert Briles made this representation on
2 behalf of, and as authorized by, the Directors and shareholders of Paul R. Briles, Inc.,
3 including Robert Briles (as an individual and as the Trustee of the Rob Briles
4 Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual
5 and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated
6 December 12, 1990). Robert Briles made this representation to Plaintiff, among other
7 occasions, on May 4, 2011 (the date of the APA), September 27, 2011 (the date of
8 Amendment No. 1 to the APA), and October 4, 2011 (the APA closing date).

9 72. During this litigation, in Robert Briles's Responses (served June 28,
10 2019) to Plaintiff's First Set of Interrogatories, Robert Briles asserted that he has no
11 knowledge of confidential, proprietary, and/or trade secret information relating to the
12 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
13 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
14 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
15 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
16 dimensions, formulae, and processes are not trade secret or proprietary information.
17 This assertion is false.

18 73. If Robert Briles's assertion is correct—and Plaintiff maintains that it is
19 clearly false—then, in the alternative, (i) the representation of the Directors and
20 shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as
21 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
22 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
23 Family Revocable Trust dated December 12, 1990), that Paul R. Briles, Inc. owned
24 trade secrets was false; (ii) the Directors and shareholders of Paul R. Briles, Inc. knew
25 that the representation that Paul R. Briles, Inc. owned trade secrets was false when
26 they made it, or they made such representation recklessly and without regard for its
27 truth; (iii) the Directors and shareholders of Paul R. Briles, Inc. intended that Plaintiff
28 rely on the representation that Paul R. Briles, Inc. owned trade secrets when Plaintiff

1 entered into, amended, and closed on the APA; and (iv) Plaintiff reasonably relied on
2 the representation that Paul R. Briles, Inc. owned trade secrets when Plaintiff entered
3 into, amended, and closed on the APA.

4 74. In addition, if Robert Briles's assertion is correct—and again Plaintiff
5 maintains that it is clearly false—then in the alternative, (i) the Directors and
6 shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as
7 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
8 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
9 Family Revocable Trust dated December 12, 1990), intentionally failed to disclose to
10 Plaintiff that Paul R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt®
11 and/or did not take reasonable measures to protect the secrecy of its trade secrets, such
12 that the representation about Paul R. Briles, Inc.'s ownership of trade secrets was
13 deceptive; (ii) Plaintiff could not have discovered this material information, which
14 was in the exclusive control of Paul R. Briles, Inc., Robert Briles, and Richard Briles;
15 (iii) Plaintiff did not know that Paul R. Briles, Inc. did not own trade secrets relating
16 to the SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy
17 of its trade secrets when Plaintiff entered into, amended, or closed on the APA; (iv)
18 the Directors and shareholders of Paul R. Briles, Inc. intended to deceive Plaintiff by
19 concealing that Paul R. Briles, Inc. did not own trade secrets relating to the
20 SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its
21 trade secrets when Plaintiff entered into, amended, and closed on the APA; and (v)
22 had Plaintiff known that Paul R. Briles, Inc. did not own trade secrets relating to the
23 SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its
24 trade secrets, Plaintiff reasonably would not have entered into, amended, or closed on
25 the APA.

26 75. Plaintiff paid Paul R. Briles, Inc. [REDACTED] for its assets pursuant to
27 the APA (benefitting the former Directors and shareholders of Paul R. Briles, Inc.,
28 including Robert Briles and Richard Briles). This purchase price could not be

1 justified by the value of Paul R. Briles, Inc.’s non-trade secret assets or its non-
2 SLEEVbolt® sales at the time of the APA. To the contrary, at that purchase price,
3 Plaintiff understood, and was led to believe by the Directors and shareholders of Paul
4 R. Briles, Inc., that Paul R. Briles, Inc. possessed, had maintained, and was
5 transferring valuable trade secrets relating to the SLEEVbolt®.

6 76. In consideration for the purchase of the assets of Paul R. Briles, Inc.,
7 Robert Briles was party to the APA, which is valid and enforceable.

8 77. In Paragraph 6.6.5 of the APA, Robert Briles agreed to “keep
9 confidential . . . all non-public information relating to the Acquired Business, the
10 Acquired Assets [including all trade secrets and other proprietary rights] and Assumed
11 Liabilities, unless and to the extent that (i) the aforementioned information becomes
12 known or available for use by the public other than as a result of disclosure by . . .
13 [Robert Briles], (ii) any disclosure is . . . required by Law . . . or (iii) any disclosure
14 is requested or otherwise made in connection with Tax Returns, or pursuing and
15 defending claims”

16 78. SPS Technologies, LLC performed all material terms required under the
17 APA.

18 79. On information and belief, Robert Briles shared, disclosed, revealed,
19 used, and/or utilized PB Fasteners’ confidential and proprietary information with
20 Michael Briles and Briles Aerospace in violation of the APA.

21 80. In consideration for his employment by PB Fasteners after the assets
22 were acquired by SPS Technologies, LLC, Robert Briles entered into a valid and
23 enforceable Employee Patent & Confidentiality Agreement (“Employee Agreement”)
24 with PB Fasteners in September 2011.

25 81. In Paragraph 5 of the Employee Agreement, Robert Briles agreed “[n]ot
26 to disclose directly or indirectly, publish or in any other way reveal to any
27 unauthorized person at any time during or subsequent to [his] employment, or to
28 utilize subsequent to [his] employment by the Company any knowledge not already

1 available to the public respecting the Company's Inventions or other private or
2 confidential matters of the Company and its business acquired or developed by [him]
3 during the course of [his] employment, without first obtaining the Company's
4 permission in a writing signed on behalf of the Company by its President."

5 82. In Paragraph 6 of the Employee Agreement, Robert Briles also agreed
6 that on leaving PB Fasteners, he would "promptly hand over all drawings and copies
7 thereof, tables, notes, notebooks, correspondence and other written, printed or
8 photographed material in [his] possession or control relating to . . . private or
9 confidential matters of the Company and its business, and not retain any such
10 document or writing."

11 83. In Paragraph 8 of the Employee Agreement, Robert Briles also agreed
12 (a) "to hold [PB Fasteners'] Confidential Information in strict confidence, (b) not to
13 disclose the Confidential Information to any person (other than in the regular business
14 of the Company), and (c) not to use, directly or indirectly, any of the Confidential
15 Information for any purpose other than on behalf of the Company."

16 84. In Paragraph 11 of the Employee Agreement, Robert Briles also agreed
17 "that the Company possesses a proprietary interest in all of the information described
18 [] herein and the Company has the exclusive right and privilege to use, protect by
19 copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts
20 described therein to the exclusion of [him]"

21 85. PB Fasteners performed all material terms required under the Employee
22 Agreement.

23 86. Robert Briles retained PB Fasteners' confidential and proprietary
24 information in violation of the Employee Agreement.

25 87. On information and belief, Robert Briles shared, disclosed, revealed,
26 used, and/or utilized PB Fasteners' confidential and proprietary information with
27 Michael Briles and Briles Aerospace in violation of the Employee Agreement.
28

1 88. On information and belief, Briles Aerospace is using PB Fasteners’
2 confidential and proprietary information that it obtained from Robert Briles to
3 manufacture SLEEVbolts®.

4 89. In May 2011, Michael Briles was PB Fasteners’ Director of Sales and
5 Marketing. In consideration for his employment by PB Fasteners, Michael Briles
6 entered into a valid and enforceable Employee Patent & Confidentiality Agreement
7 (“Employee Agreement”) with PB Fasteners in September 2011.

8 90. In Paragraph 5 of the Employee Agreement, Michael Briles agreed “[n]ot
9 to disclose directly or indirectly, publish or in any other way reveal to any
10 unauthorized person at any time during or subsequent to [his] employment, or to
11 utilize subsequent to [his] employment by the Company any knowledge not already
12 available to the public respecting the Company’s Inventions or other private or
13 confidential matters of the Company and its business acquired or developed by [him]
14 during the course of [his] employment, without first obtaining the Company’s
15 permission in a writing signed on behalf of the Company by its President.”

16 91. In Paragraph 6 of the Employee Agreement, Michael Briles also agreed
17 that on leaving PB Fasteners, he would “promptly hand over all drawings and copies
18 thereof, tables, notes, notebooks, correspondence and other written, printed or
19 photographed material in [his] possession or control relating to . . . private or
20 confidential matters of the Company and its business, and not retain any such
21 document or writing.”

22 92. In Paragraph 8 of the Employee Agreement, Michael Briles also agreed
23 (a) “to hold [PB Fasteners’] Confidential Information in strict confidence, (b) not to
24 disclose the Confidential Information to any person (other than in the regular business
25 of the Company), and (c) not to use, directly or indirectly, any of the Confidential
26 Information for any purpose other than on behalf of the Company.”

27 93. In Paragraph 11 of the Employee Agreement, Michael Briles also agreed
28 “that the Company possesses a proprietary interest in all of the information described

1 [] herein and the Company has the exclusive right and privilege to use, protect by
2 copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts
3 described therein to the exclusion of [him]”

4 94. PB Fasteners performed all material terms required under the Employee
5 Agreement.

6 95. Shortly after the acquisition of the assets of PB Fasteners, Michael Briles
7 left the company and later founded Briles Aerospace.

8 96. In violation of the Employee Agreement, Michael Briles retained PB
9 Fasteners’ confidential and proprietary information, [REDACTED] [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 97. Michael Briles shared, disclosed, revealed, used, and/or utilized PB
14 Fasteners’ confidential and proprietary information with Briles Aerospace, Robert
15 Briles, and others in violation of the Employee Agreement.

16 98. Briles Aerospace is using PB Fasteners’ confidential and proprietary
17 information that it obtained from Michael Briles to manufacture SLEEVbolts®.

18 99. Briles Aerospace initially manufactured and provided only standard
19 products and services for the aerospace industry. At this time, Briles Aerospace
20 lacked the capital, manpower, and manufacturing expertise to develop a copy of the
21 SLEEVbolt®.

22 100. When standard products and services failed to yield sufficient profits,
23 however, Briles Aerospace began working to misappropriate the SLEEVbolt®.

24 101. To develop a copy of the SLEEVbolt®, Briles Aerospace relied on
25 former PB Fasteners employees, including Michael Briles, Robert Briles, and
26 multiple others.

27 102. Each of these former employees had detailed knowledge of PB
28 Fasteners’ proprietary information, as well as PB Fasteners’ contractual and ongoing

1 business relationship with Boeing. These former employees are using PB Fasteners'
2 confidential and proprietary information to manufacture SLEEVbolts® for Briles
3 Aerospace.

4 103. Consistent with PB Fasteners' standard practice, each of the former
5 employees signed a confidentiality agreement in which they agreed they would not
6 disclose any proprietary information outside PB Fasteners and that they would not use
7 any proprietary information except as necessary in connection with their work for PB
8 Fasteners.

9 104. Briles Aerospace also acquired PB Fasteners' trade secret information
10 through improper means during the qualification process with Boeing.

11 105. The qualification process required Briles Aerospace to complete two
12 steps. First, it had to qualify its facilities. On information and belief, Briles Aerospace
13 received PB Fasteners' proprietary information during this qualification process
14 through documents exchanged with Boeing, as well as through in-person visits and
15 inspections and telephone calls with the same Boeing representatives who previously
16 had gained access to the confidential, proprietary, and trade secret information of PB
17 Fasteners (including Joseph Hinton and Todd Hubbell).

18 106. Second, Briles Aerospace had to qualify its manufacture of the
19 SLEEVbolt®. On information and belief, Briles Aerospace also received PB
20 Fasteners proprietary information during this qualification.

21 107. Briles Aerospace was able to obtain these qualifications from Boeing
22 only by acquiring and/or using PB Fasteners' proprietary information through
23 improper means. Briles Aerospace does not have a license from PB Fasteners to use
24 its proprietary information.

25 108. Briles Aerospace has attempted, and continues to attempt, to conceal its
26 misappropriation. As one example, Michael Briles has claimed that [REDACTED]

27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 109. As another example, [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 110. For several years after Briles Aerospace was founded, it provided only
16 standard products and services for the aerospace industry. During the qualification
17 process, however, Briles Aerospace claims that it reorganized its business to sell
18 SLEEVbolts® to Boeing and that such sales are now Briles Aerospace's only source
19 of revenue. On information and belief, Briles Aerospace made such significant
20 changes only because it had taken deliberate steps to cause a disruption in the
21 contractual and ongoing business relationship between Boeing and PB Fasteners,
22 including by agreeing to sell SLEEVbolts® to Boeing in violation of Boeing's
23 contract with PB Fasteners and by working with and encouraging Boeing to breach
24 its contractual obligations to PB Fasteners.

25 **E. Lisi Aerospace Steals the SLEEVbolt®.**

26 111. To develop a copy of the SLEEVbolt®, Lisi Aerospace gained improper
27 access to Plaintiff's trade secret information from Larry Kline, who had worked
28 previously at SPS Jenkintown. Mr. Kline was SPS Jenkintown's Director of Quality

1 before taking a position with Lisi USA in 2016. During his employment at SPS
2 Jenkintown, Mr. Kline worked extensively on SPS Jenkintown's qualification to
3 manufacture SLEEVbolts® for Boeing, and thus had detailed knowledge of PB
4 Fasteners' trade secrets. [REDACTED]

5 [REDACTED]
6 [REDACTED] Mr. Kline was subject to a
7 confidentiality agreement that prohibited the disclosure or use of Plaintiff's
8 confidential, proprietary, and trade secret information. Lisi Aerospace also acquired
9 PB Fasteners' trade secret information through improper means during the
10 qualification process with Boeing. On information and belief, Lisi Aerospace
11 received PB Fasteners' proprietary information during this qualification process
12 through documents exchanged with Boeing, as well as through in-person visits and
13 inspections and telephone calls with the same Boeing representatives who had gained
14 access to the confidential, proprietary, and trade secret information of PB Fasteners
15 and who also had worked to qualify Briles Aerospace (including Joseph Hinton and
16 Todd Hubbell).

17 112. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 113. Lisi Aerospace was able to qualify to produce SLEEVbolts® for Boeing
4 only by acquiring and/or using PB Fasteners' proprietary information through
5 improper means. Lisi Aerospace does not have a license from PB Fasteners to use its
6 proprietary information.

7 **F. Space-Lok and Montgomery Machine Steal the SLEEVbolt®.**

8 114. Like Briles Aerospace and Lisi Aerospace, Space-Lok and Montgomery
9 Machine acquired PB Fasteners' trade secret information through improper means
10 during the qualification process with Boeing. On information and belief, Space-Lok
11 and Montgomery Machine received PB Fasteners' proprietary information during this
12 qualification process through documents exchanged with Boeing, as well as through
13 in-person visits and inspections and telephone calls with the same Boeing
14 representatives who previously had gained access to the confidential, proprietary, and
15 trade secret information of PB Fasteners and who also had worked to qualify Briles
16 Aerospace and Lisi Aerospace (including Joseph Hinton and Todd Hubbell).

17 115. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28

1 [REDACTED]
2 [REDACTED]
3 116. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 117. [REDACTED]
9 [REDACTED]
10 [REDACTED] [REDACTED]
11 [REDACTED]

only because they acquired PB Fasteners' trade secret information through improper means and/or improperly used that information. Neither Space-Lok nor Montgomery Machine has a license from PB Fasteners to use its proprietary information.

15 **G. Boeing Issues a New RFP for SLEEVbolts®.**

16 118. Boeing issued a new RFP for SLEEVbolts® on September 21, 2018.
17 The new RFP called for a minor revision to the protruding head SLEEVbolt® by
18 including a small machined "notch" in the head of the tapered bolt. The shape of the
19 head of the protruding bolt is irrelevant to the actual functioning of the SLEEVbolt®
20 because it plays no role in the sleeve expansion. The "notched" product is exactly the
21 same as the SLEEVbolt® produced for Boeing by PB Fasteners that does not contain
22 the notch, with the exception of one additional cut in the side of the bolt head. That
23 cut requires mere seconds of additional run time during the machining process.

24 119. PB Fasteners had no advance notice of the "notched" design revision,
25 despite the fact that PB Fasteners was the creator of the SLEEVbolt® and Boeing's
26 sole supplier at the time. Instead, Briles Aerospace and Lisi Aerospace worked with
27 Boeing to develop the "notched" design revision to encourage Boeing to breach its
28

1 contractual obligations to PB Fasteners and in interference with Boeing and PB
2 Fasteners' ongoing and prospective contractual and business relations.

3 120. Because the "notched" SLEEVbolt® is essentially the same as the
4 SLEEVbolt® that does not contain the notch, the work contemplated by the RFP
5 remains subject to Boeing's contract with PB Fasteners. As a result, Boeing is still
6 required to purchase 90% of its SLEEVbolt® requirements, including any "notched"
7 SLEEVbolt® requirements, for its 787 aircraft from PB Fasteners through December
8 31, 2021. Nevertheless, upon information and belief, Briles Aerospace has agreed to
9 sell more than 10% of Boeing's SLEEVbolt® requirements for Boeing's 787 aircraft,
10 using the "notched" design as a pretext for avoiding Boeing's contractual obligations
11 to PB Fasteners.

12 121. Briles Aerospace knew of the contractual and ongoing business
13 relationship between Boeing and PB Fasteners.

14 122. Briles Aerospace worked with and encouraged Boeing to issue the
15 "notched" SLEEVbolt® design as a pretext for placing orders for SLEEVbolts® with
16 alternate suppliers rather than under Boeing's existing contract with PB Fasteners.

17 123. On information and belief, Briles Aerospace intended its efforts with
18 Boeing to result in a disruption of the contractual and ongoing business relationship
19 between Boeing and PB Fasteners, and these efforts have caused an actual disruption
20 of that relationship.

21 124. In addition, PB Fasteners learned, for the first time, in connection with
22 the new RFP that it had qualified Briles Aerospace and Lisi Aerospace as two new
23 manufacturers of the SLEEVbolt®. Neither of these manufacturers could have
24 obtained the necessary qualifications without misappropriating PB Fasteners'
25 proprietary information.

26 125. [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]. Before September 2018, neither Briles Aerospace nor Lisi Aerospace had
2 sold SLEEVbolts®.

3 126. Briles Aerospace and Lisi Aerospace were able to [REDACTED]
4 [REDACTED] only by acquiring and using PB Fasteners' proprietary
5 information through improper means.

6 127. Without improper acquisition and use of PB Fasteners' trade secret and
7 proprietary information, Briles Aerospace, Lisi Aerospace, Space-Lok, and
8 Montgomery Machine would not have been able to independently develop the
9 essential dimensions and processes given their respective level of expertise and
10 timeline for qualification. As noted above, SPS Jenkintown was unable to re-create
11 the SLEEVbolt® system for over eighteen months even though it had extensive
12 engineering expertise and industry know-how, in addition to a license for PB
13 Fasteners' proprietary information.

14 **H. Briles Aerospace Uses Misleading Advertising to Take Business from**
15 **PB Fasteners.**

16 128. PB Fasteners and Briles Aerospace are competitors in the aerospace
17 fastener market.

18 129. Briles Aerospace has maintained a website on which it has advertised its
19 products to consumers in the aerospace fasteners industry.

20 130. On this website, Briles Aerospace has made the following statement in
21 connection with the sale of its fasteners: "Briles companies have been valued
22 Manufacturers of High Strength Aerospace Fasteners for over half a century."

23 131. This statement is misleading and has the tendency to deceive a
24 substantial segment of its audience because it implies that Briles Aerospace has
25 existed in some form for over fifty years.

26 132. In reality, Briles Aerospace was founded in May 2012.

27 133. By implying that Briles Aerospace has existed in some form for over
28 fifty years, this statement misappropriates the industry reputation and goodwill of PB

1 Fasteners, which was owned by relatives of Michael Briles before its assets were
2 acquired by SPS Technologies, LLC.

3 134. PB Fasteners has no relation to Briles Aerospace or Michael Briles.

4 135. On information and belief, Briles Aerospace has made additional
5 advertisements that similarly imply that Briles Aerospace has existed in some form
6 for over fifty years.

7 136. Such advertisements are likely to influence the purchasing decision of
8 customers in the aerospace fastener market because they will believe that Briles
9 Aerospace has extensive engineering expertise and industry know-how.

10 137. On information and belief, Briles Aerospace made such statements for
11 the purpose of causing a disruption in the contractual and ongoing business
12 relationship between Boeing and PB Fasteners.

13 138. On information and belief, Boeing and other customers relied on such
14 statements in choosing to do business with Briles Aerospace rather than PB Fasteners,
15 which has resulted in a disruption in the contractual and ongoing business relationship
16 between Boeing and PB Fasteners.

17 **I. PB Fasteners Has Been, and Will Be, Severely Harmed by**
18 **Defendants' Wrongful Conduct.**

19 139. Defendants' wrongful conduct has caused PB Fasteners serious harm:

- 20 a. It has caused competitive injury to PB Fasteners by giving Briles
21 Aerospace, Lisi Aerospace, Space-Lok, and Montgomery
22 Machine an unfair head start in manufacturing the SLEEVbolt®
23 system;
- 24 b. It has caused competitive injury to PB Fasteners by diminishing
25 the value associated with exclusive manufacture of the
26 SLEEVbolt®;
- 27 c. It has reduced the value of the proprietary information by
28 diminishing its secrecy;

- d. It has misappropriated the industry reputation and goodwill of PB Fasteners;
- e. It has resulted in Boeing diverting orders for SLEEVbolts® away from PB Fasteners, which constitutes a disruption of the contractual and ongoing business relationship between PB Fasteners and Boeing;
- f. It has resulted in breach of the contractual relationship between Plaintiff, on the one hand, and Robert and Michael Briles, on the other hand.

140. The misappropriation of PB Fasteners' trade secrets by Briles Aerospace, Lisi Aerospace, Space-Lok, and Montgomery Machine will cause severe and irreparable harm to PB Fasteners if these Defendants are not enjoined. As one example, the SLEEVbolt® generates the vast majority of PB Fasteners' revenue. If these Defendants are permitted to misappropriate PB Fasteners' trade secrets, it will compel irreversible and highly detrimental changes to PB Fasteners' business. As another example, PB Fasteners has preserved the secrecy of its proprietary information for many years. If these Defendants are allowed to utilize this improperly obtained proprietary information, there is a significant threat that the value of the trade secrets would be destroyed altogether.

FIRST CAUSE OF ACTION

Violation of Defend Trade Secrets Act,

18 U.S.C. §§ 1836 *et seq.*

(Alleged against Briles Aerospace only)

141. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

142. PB Fasteners owns and possesses certain confidential, proprietary, and trade secret information, as alleged above. This information includes dimensions,

1 formulae, and processes that are essential to the proper manufacture and function of
2 the SLEEVbolt® system.

3 143. PB Fasteners' confidential, proprietary, and trade secret information
4 relates to products and services, including the SLEEVbolt®, that are used, sold,
5 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
6 or foreign commerce.

7 144. PB Fasteners' confidential, proprietary, and trade secret information
8 derives economic value from not being generally known to, and not being readily
9 ascertainable through proper means by, the public or other persons who could obtain
10 economic value from the disclosure or use of the information.

11 145. PB Fasteners has made reasonable efforts to maintain the confidentiality
12 and secrecy of its proprietary information. These efforts include training employees
13 in the protection of corporate secrecy, requiring employees to sign confidentiality
14 agreements, limiting access to proprietary information, and performing exit
15 interviews with departing employees.

16 146. In violation of PB Fasteners' rights, Briles Aerospace misappropriated
17 PB Fasteners' confidential, proprietary, and trade secret information through the
18 improper and unlawful means alleged herein, including (1) the recruitment and use of
19 current and former PB Fasteners employees with detailed knowledge of proprietary
20 information to re-create the SLEEVbolt®, and (2) the pursuit of qualifications from
21 Boeing to manufacture the SLEEVbolt® system. Briles Aerospace's
22 misappropriation of PB Fasteners' trade secret information was intentional, knowing,
23 willful, malicious, fraudulent, and oppressive. Briles Aerospace has attempted, and
24 continues to attempt, to conceal its misappropriation.

25 147. As a direct and proximate result of Briles Aerospace's conduct, PB
26 Fasteners has sustained and will continue to sustain significant harm and damages in
27 an amount to be proven at trial.
28

1 148. In addition, because PB Fasteners has sustained and will continue to
2 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
3 seeks preliminary and permanent injunctive relief to protect its confidential,
4 proprietary, and trade secret information and to protect other legitimate business
5 interests. Absent such relief, PB Fasteners will continue to suffer irreparable injury,
6 including in connection with the RFP issued by Boeing in September 2018.

7 149. PB Fasteners has been damaged by all of the foregoing and is entitled to
8 an award of exemplary damages and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California Uniform Trade Secrets Act,**

11 **Cal. Civ. Code §§ 3426 *et seq.***

12 **(Alleged against Briles Aerospace only)**

13 150. PB Fasteners incorporates all of the above paragraphs as though fully set
14 forth herein.

15 151. PB Fasteners owns and possesses certain confidential, proprietary, and
16 trade secret information, as alleged above. This information includes dimensions,
17 formulae, and processes that are essential to the proper manufacture and function of
18 the SLEEVbolt® system.

19 152. These dimensions, formulae, and processes constitute trade secrets as
20 defined by California's Uniform Trade Secret Act because they derive economic
21 value from not being generally known to the public or other persons who could obtain
22 economic value from their disclosure or use.

23 153. PB Fasteners has made reasonable efforts to maintain the confidentiality
24 and secrecy of its proprietary information. These efforts include training employees
25 in the protection of corporate secrecy, requiring employees to sign confidentiality
26 agreements, limiting physical access to proprietary information, and performing exit
27 interviews with departing employees.

1 154. In violation of PB Fasteners' rights, Briles Aerospace misappropriated
2 PB Fasteners' confidential, proprietary, and trade secret information through the
3 improper and unlawful means alleged herein, including (1) the recruitment and use of
4 current and former PB Fasteners employees with detailed knowledge of proprietary
5 information to re-create the SLEEVbolt®, and (2) the pursuit of qualifications from
6 Boeing to manufacture the SLEEVbolt® system. Briles Aerospace's
7 misappropriation of PB Fasteners' trade secret information was intentional, knowing,
8 willful, malicious, fraudulent, and oppressive. Briles Aerospace has attempted, and
9 continues to attempt, to conceal its misappropriation.

10 155. As a direct and proximate result of Briles Aerospace's conduct, PB
11 Fasteners has sustained and will continue to sustain significant harm and damages in
12 an amount to be proven at trial.

13 156. In addition, because PB Fasteners has sustained and will continue to
14 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
15 seeks preliminary and permanent injunctive relief to protect its confidential,
16 proprietary, and trade secret information and to protect other legitimate business
17 interests. Absent such relief, PB Fasteners will continue to suffer irreparable injury,
18 including in connection with the RFP issued by Boeing in September 2018.

19 157. PB Fasteners has been damaged by all of the foregoing and is entitled to
20 an award of exemplary damages and attorneys' fees.

21 **THIRD CAUSE OF ACTION**

22 **Violation of Lanham Act,**

23 **15 U.S.C. §§ 1051 *et seq.***

24 **(Alleged against Briles Aerospace only)**

25 158. PB Fasteners incorporates all of the above paragraphs as though fully set
26 forth herein.

1 159. Briles Aerospace has made the following statement of fact on its website
2 in connection with the sale of its aerospace fasteners: “Briles companies have been
3 valued Manufacturers of High Strength Aerospace Fasteners for over half a century.”

4 160. This statement is misleading and has the tendency to deceive a
5 substantial segment of its audience because it implies that Briles Aerospace has
6 existed in some form for over fifty years when in fact Briles Aerospace was founded
7 in May 2012. Although PB Fasteners was founded by relatives of Michael Briles, PB
8 Fasteners has no relationship with Briles Aerospace or Michael Briles.

9 161. The statement is material, as it is likely to influence the purchasing
10 decision of customers in the aerospace fasteners market because they will believe that
11 Briles Aerospace has extensive engineering expertise and industry know-how.

12 162. Briles Aerospace placed this statement in interstate commerce by posting
13 it on its website.

14 163. PB Fasteners has been injured, and is likely to be injured in the future,
15 as a result of this statement because PB Fasteners and Briles Aerospace are direct
16 competitors in the aerospace fastener industry and Briles Aerospace has
17 misappropriated PB Fasteners’ industry reputation and goodwill.

18 164. On information and belief, Briles Aerospace has made other statements
19 in connection with the sale of aerospace fasteners that similarly imply that Briles
20 Aerospace has existed in some form for over fifty years.

21 165. Briles Aerospace’s statement was knowingly and intentionally
22 misleading.

23 166. As a direct and proximate result of Briles Aerospace’s statement, PB
24 Fasteners has sustained and will continue to sustain significant harm and damages in
25 an amount to be proven at trial.

26 167. In addition, because PB Fasteners has sustained and will continue to
27 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
28 seeks injunctive relief to protect its legitimate business interests.

1 168. PB Fasteners has been damaged by all of the foregoing and is entitled to
2 an award of treble damages and attorneys' fees.

3 **FOURTH CAUSE OF ACTION**

4 **Violation of California False Advertising Law,**

5 **Cal. Civ. Code § 17500**

6 **(Alleged against Briles Aerospace only)**

7 169. PB Fasteners incorporates all of the above paragraphs as though fully set
8 forth herein.

9 170. Briles Aerospace has made the following statement of fact on its website
10 in connection with the sale of its aerospace fasteners: "Briles companies have been
11 valued Manufacturers of High Strength Aerospace Fasteners for over half a century."

12 171. This statement is misleading because it implies that Briles Aerospace has
13 existed in some form for over fifty years when in fact Briles Aerospace was founded
14 in May 2012. Although PB Fasteners was founded by relatives of Michael Briles, PB
15 Fasteners has no relationship with Briles Aerospace or Michael Briles.

16 172. Briles Aerospace knew or should have known that this statement was
17 misleading because it was founded in May 2012.

18 173. The statement is material, as it is likely to influence the purchasing
19 decision of customers in the aerospace fasteners market because they will believe that
20 Briles Aerospace has extensive engineering expertise and industry know-how.

21 174. PB Fasteners has been injured and has lost money or property as a result
22 of this statement because Briles Aerospace has misappropriated PB Fasteners'
23 industry reputation and goodwill.

24 175. On information and belief, Briles Aerospace has made other statements
25 in connection with the sale of aerospace fasteners that similarly imply that Briles
26 Aerospace has existed in some form for over fifty years.

27 176. On information and belief, Boeing and other customers relied on such
28 statements in choosing to do business with Briles Aerospace.

1 177. As a direct and proximate result of Briles Aerospace's false advertising,
2 PB Fasteners has sustained and will continue to sustain significant harm. PB
3 Fasteners is therefore entitled to (1) recover restitution, including without limitation
4 all benefits that Briles Aerospace received as a result of its false advertising, and (2)
5 an injunction restraining Briles Aerospace from engaging in additional false
6 advertising.

7 **FIFTH CAUSE OF ACTION**

8 **Violation of California Unfair Competition Law (False Advertising),**

9 **Cal. Civ. Code § 17200**

10 **(Alleged against Briles Aerospace only)**

11 178. PB Fasteners incorporates all of the above paragraphs as though fully set
12 forth herein.

13 179. Briles Aerospace engaged in unlawful business acts and practices, as
14 well as unfair, deceptive, untrue, or misleading advertising. Such wrongful conduct
15 includes without limitation the use of false and misleading advertising in violation of
16 the Lanham Act and the California False Advertising Law, as set forth above.

17 180. This wrongful conduct constitutes Briles Aerospace's business practice,
18 as the false and misleading statement on Briles Aerospace's website has been made
19 in connection with the sale of aerospace fasteners.

20 181. PB Fasteners has been injured and has lost money and property as a result
21 of this statement because Briles Aerospace has misappropriated PB Fasteners'
22 industry reputation and goodwill.

23 182. On information and belief, Boeing and other customers relied on such
24 statements in choosing to do business with Briles Aerospace.

25 183. As a direct and proximate result of Briles Aerospace's false advertising,
26 PB Fasteners has sustained and will continue to sustain significant harm. PB
27 Fasteners is therefore entitled to (1) recover restitution, including without limitation
28 all benefits that Briles Aerospace received as a result of its false advertising, and (2)

1 an injunction restraining Briles Aerospace from engaging in additional false
2 advertising.

3 **SIXTH CAUSE OF ACTION**

4 **Intentional Interference with Contractual Relations**

5 **(Alleged against Briles Aerospace only)**

6 184. PB Fasteners incorporates all of the above paragraphs as though fully set
7 forth herein.

8 185. Boeing and PB Fasteners operate under a valid and enforceable contract
9 that requires Boeing to purchase 90% of the SLEEVbolt® requirements for its 787
10 aircraft from PB Fasteners through December 31, 2021.

11 186. Briles Aerospace was aware of this contract between Boeing and PB
12 Fasteners because it hired multiple former PB Fasteners employees with detailed
13 knowledge of the contract and because it is well known in the industry that PB
14 Fasteners is a major contractual supplier of aerospace fasteners, including the
15 SLEEVbolt®, to Boeing.

16 187. Although Briles Aerospace was aware of the contract between Boeing
17 and PB Fasteners, on information and belief, Briles Aerospace agreed to sell
18 SLEEVbolts® to Boeing in violation of Boeing's contract with PB Fasteners and
19 worked with and encouraged Boeing to issue the "notched" SLEEVbolt® design as a
20 pretext for placing orders for SLEEVbolts® with alternate suppliers rather than under
21 Boeing's contract with PB Fasteners, all with the intent to disrupt the contractual
22 relationship between Boeing and PB Fasteners. On information and belief, Briles
23 Aerospace made significant changes to its business only because it had taken such
24 steps with the intent to cause a disruption in the contractual relationship between
25 Boeing and PB Fasteners.

26 188. Although Briles Aerospace was aware of the contract between Boeing
27 and PB Fasteners, on information and belief, Briles Aerospace made false
28

1 advertisements, as described above, with the intent to disrupt the contractual
2 relationship between Boeing and PB Fasteners.

3 189. Briles Aerospace knew that these intentional acts would result in a
4 disruption in the contractual relationship between Boeing and PB Fasteners.

5 190. These intentional acts by Briles Aerospace have disrupted the contractual
6 relationship between Boeing and PB Fasteners. [REDACTED]

7 [REDACTED] Because the
8 “notched” SLEEVbolt® at issue in the RFP is essentially the same as the
9 SLEEVbolt® that does not contain the notch, the work contemplated by the RFP
10 remains subject to Boeing’s contract with PB Fasteners. As a result, Boeing is
11 required to purchase a certain percentage of its “notched” SLEEVbolt® requirements
12 from PB Fasteners through December 31, 2021. Rather than upholding that
13 contractual term, however, on information and belief, Briles Aerospace has negotiated
14 a long-term contract with Boeing for SLEEVbolts® that are subject to the contract
15 with PB Fasteners.

16 191. As a direct and proximate result of Briles Aerospace’s conduct, PB
17 Fasteners has sustained and will continue to sustain significant harm and damages in
18 an amount to be proven at trial.

19 192. In addition, because PB Fasteners has sustained and will continue to
20 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
21 seeks preliminary and permanent injunctive relief to restrain Briles Aerospace from
22 engaging in additional intentional interference. Absent such relief, PB Fasteners will
23 continue to suffer irreparable injury, including in connection with the RFP issued by
24 Boeing in September 2018.

SEVENTH CAUSE OF ACTION

Violation of California Unfair Competition Law (Interference),

Cal. Civ. Code § 17200

(Alleged against Briles Aerospace only)

193. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

194. Briles Aerospace engaged in unlawful business acts and practices. Such conduct includes without limitation the intentional interference with the contractual relationship between Boeing and PB Fasteners, as set forth above.

195. This unlawful conduct constitutes Briles Aerospace's business practice, as the intentional interference has been inflicted by Briles Aerospace as a business strategy to disrupt the contractual relationship between Boeing and PB Fasteners, which is Briles Aerospace's direct competitor in the aerospace fasteners industry.

196. PB Fasteners has been injured and has lost money and property as a result of this interference because Briles Aerospace has caused Boeing to divert sales from PB Fasteners.

197. As a direct and proximate result of Briles Aerospace's intentional interference, PB Fasteners has sustained and will continue to sustain significant harm. PB Fasteners is therefore entitled to (1) recover restitution, including without limitation all benefits that Briles Aerospace received as a result of its intentional interference, and (2) an injunction restraining Briles Aerospace from engaging in additional intentional interference.

EIGHTH CAUSE OF ACTION

Intentional Interference with Prospective Business Relations

(Alleged against Briles Aerospace only)

198. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

1 199. PB Fasteners has been a major supplier of aerospace fasteners to Boeing
2 for more than forty years. In fact, before September 2018, the only qualified suppliers
3 of SLEEVbolts® to Boeing were PB Fasteners and its licensee, SPS Jenkintown. SPS
4 Jenkintown was unable to consistently manufacture the sleeve portion of the assembly
5 and instead used sleeves manufactured by PB Fasteners.

6 200. Based on this ongoing business relationship, there was a high probability
7 of future economic benefit to PB Fasteners from the manufacture of SLEEVbolts®
8 for Boeing's composite aircraft, including in connection with the RFP issued by
9 Boeing in September 2018.

10 201. Briles Aerospace was aware of this ongoing business relationship
11 between Boeing and PB Fasteners because it hired multiple former PB Fasteners
12 employees with detailed knowledge of the ongoing relationship and because it is well
13 known in the industry that PB Fasteners is a major supplier of aerospace fasteners,
14 including the SLEEVbolt®, to Boeing.

15 202. Although Briles Aerospace was aware of the ongoing business
16 relationship between Boeing and PB Fasteners, on information and belief, Briles
17 Aerospace agreed to sell SLEEVbolts® to Boeing and worked with and encouraged
18 Boeing to issue the "notched" SLEEVbolt® design as a pretext for placing orders for
19 SLEEVbolts® with alternate suppliers rather than with PB Fasteners, all with the
20 intent to disrupt the ongoing business relationship between Boeing and PB Fasteners.
21 On information and belief, Briles Aerospace made significant changes to its business
22 only because it had taken such steps with the intent to cause a disruption in the
23 ongoing business relationship between Boeing and PB Fasteners.

24 203. Although Briles Aerospace was aware of the ongoing business between
25 Boeing and PB Fasteners, on information and belief, Briles Aerospace made false
26 advertisements, as described above, with the intent to disrupt the ongoing business
27 relationship between Boeing and PB Fasteners.

1 204. This misconduct was independently wrongful, as it violated the Lanham
2 Act, the California Unfair Competition Law, and California common law.

3 205. Briles Aerospace knew that this misconduct would result in a disruption
4 in the ongoing business relationship between Boeing and PB Fasteners.

5 206. This intentional misconduct by Briles Aerospace has disrupted the
6 ongoing business relationship between Boeing and PB Fasteners. [REDACTED]

7 [REDACTED]
8 Boeing began limited SLEEVbolt® orders to Briles Aerospace in late 2018, and, on
9 information and belief, Briles Aerospace has negotiated a long-term contract with
10 Boeing based on its RFP response. But for Briles Aerospace's intentional
11 misconduct, PB Fasteners would have filled such orders for Boeing.

12 207. As a direct and proximate result of Briles Aerospace's conduct, PB
13 Fasteners has sustained and will continue to sustain significant harm and damages in
14 an amount to be proven at trial.

15 208. In addition, because PB Fasteners has sustained and will continue to
16 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
17 seeks preliminary and permanent injunctive relief to restrain Briles Aerospace from
18 engaging in additional intentional interference. Absent such relief, PB Fasteners will
19 continue to suffer irreparable injury, including in connection with the RFP issued by
20 Boeing in September 2018.

21 **NINTH CAUSE OF ACTION**

22 **Breach of Contract (Employee Agreement)**

23 **(Alleged against Michael Briles only)**

24 209. PB Fasteners incorporates all of the above paragraphs as though fully set
25 forth herein.

26 210. In September 2011, Michael Briles entered into the Employee
27 Agreement with PB Fasteners in consideration for his employment.

28 211. The Employee Agreement is valid and enforceable.

ELEVENTH CAUSE OF ACTION

Breach of Contract (Employee Agreement)

(Alleged against Robert Briles only)

221. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

222. In September 2011, Robert Briles entered into the Employee Agreement with PB Fasteners in consideration for his employment.

223. The Employee Agreement is valid and enforceable.

224. PB Fasteners performed all material terms required under the Employee Agreement, including by continuing to employ Robert Briles until he voluntarily left the company.

225. On information and belief, Robert Briles breached the Employee Agreement by, among other things, (1) retaining PB Fasteners' confidential and proprietary information, (2) sharing PB Fasteners' confidential and proprietary information with Michael Briles and Briles Aerospace, and (3) using PB Fasteners' confidential and proprietary information at Briles Aerospace to manufacture SLEEVbolts®.

226. As a direct and proximate result of Robert Briles's breach, PB Fasteners has sustained and will continue to sustain significant harm and damages in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION

Intentional Misrepresentation

(Alleged against Robert Briles (as an individual and as the Trustee of the Robert Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990) only)

227. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

1 228. SPS Technologies, LLC purchased the assets of Paul R. Briles, Inc. d/b/a
2 PB Fasteners in October 2011.

3 229. During the negotiations for the acquisition of Paul R. Briles, Inc.'s assets
4 by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc.
5 represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets,
6 including specifically the processes used in the manufacture of SLEEVbolt®. Robert
7 Briles made this representation on behalf of, and as authorized by, the Directors and
8 shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as
9 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
10 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
11 Family Revocable Trust dated December 12, 1990). Robert Briles made this
12 representation to Plaintiff, among other occasions, on June 7, 2011 during a
13 teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and
14 representatives of the Federal Trade Commission.

15 230. In the APA with SPS Technologies, LLC, the Directors and shareholders
16 of Paul R. Briles, Inc. further represented (i) that Paul R. Briles, Inc.'s intellectual
17 property rights included trade secrets, *see, e.g.*, APA definition of Intellectual
18 Property Rights, (ii) that Paul R. Briles, Inc. owned such trade secrets free and clear,
19 *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc. was aware of no improper
20 use of such trade secrets by others, *see, e.g.*, APA Section 4.8.3, and (iv) that the assets
21 acquired by SPS Technologies, LLC included all such trade secrets, *see, e.g.*, APA
22 Section 2.1.5. Robert Briles made this representation on behalf of, and as authorized
23 by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as
24 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated
25 March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick
26 and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert
27 Briles made this representation to Plaintiff, among other occasions, on May 4, 2011
28

1 (the date of the APA), September 27, 2011 (the date of Amendment No. 1 to the
2 APA), and October 4, 2011 (the APA closing date).

3 231. During this litigation, in Robert Briles's Responses to Plaintiff's First
4 Set of Interrogatories (served June 28, 2019), Robert Briles asserted that he has no
5 knowledge of confidential, proprietary, and/or trade secret information relating to the
6 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
7 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
8 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
9 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
10 dimensions, formulae, and processes are not trade secret or proprietary information.

11 232. If Robert Briles's assertion is correct then:

- 12 a. The representation of the Directors and shareholders of Paul R. Briles,
13 Inc., including Robert Briles (as an individual and as the Trustee of the
14 Rob Briles Revocable Family Trust dated March 28, 1991) and Richard
15 Briles (as an individual and as the Trustee of the Rick and Keanna A.
16 Briles Family Revocable Trust dated December 12, 1990), that Paul R.
17 Briles, Inc. owned trade secrets was false;
- 18 b. The Directors and shareholders of Paul R. Briles, Inc. knew that the
19 representation that Paul R. Briles, Inc. owned trade secrets was false
20 when they made it, or they made such representation recklessly and
21 without regard for its truth;
- 22 c. The Directors and shareholders of Paul R. Briles, Inc. intended that
23 Plaintiff rely on the representation that Paul R. Briles, Inc. owned trade
24 secrets when Plaintiff entered into, amended, and closed on the APA;
25 and
- 26 d. Plaintiff reasonably relied on the representation that Paul R. Briles, Inc.
27 owned trade secrets when Plaintiff entered into, amended, and closed on
28 the APA.

233. As a direct and proximate result of this intentional misrepresentation and Plaintiff's reasonable reliance thereon, Plaintiff has sustained and will continue to sustain significant harm and damages in an amount to be proven at trial.

THIRTEENTH CAUSE OF ACTION

Concealment

(Alleged against Robert Briles (as an individual and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990) only)

234. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

235. SPS Technologies, LLC purchased the assets of PB Fasteners Paul R. Briles, Inc. d/b/a in October 2011.

236. During the negotiations for the acquisition of Paul R. Briles, Inc.'s assets by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc. represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets, including specifically the processes used in the manufacture of the SLEEVbolt®. Robert Briles made this representation on behalf of, and as authorized by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert Briles made this representation to Plaintiff, among other occasions, on June 7, 2011 during a teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and representatives of the Federal Trade Commission.

237. In the APA with SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc. further represented (i) that Paul R. Briles, Inc.'s intellectual property rights included trade secrets, *see, e.g.*, APA definition of Intellectual

1 Property Rights, (ii) that Paul R. Briles, Inc. owned such trade secrets free and clear,
2 *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc. was aware of no improper
3 use of such trade secrets by others, *see, e.g.*, APA Section 4.8.3, and (iv) that the assets
4 acquired by SPS Technologies, LLC included all such trade secrets, *see, e.g.*, APA
5 Section 2.1.5. Robert Briles made this representation on behalf of, and as authorized
6 by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as
7 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated
8 March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick
9 and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert
10 Briles made this representation to Plaintiff on May 4, 2011 (the date of the APA),
11 September 27, 2011 (the date of Amendment No. 1 to the APA), and October 4, 2011
12 (the APA closing date).

13 238. During this litigation, in Robert Briles's Responses to Plaintiff's First
14 Set of Interrogatories (served June 28, 2019), Robert Briles asserted that he has no
15 knowledge of confidential, proprietary, and/or trade secret information relating to the
16 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
17 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
18 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
19 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
20 dimensions, formulae, and processes are not trade secret or proprietary information.

21 239. If Robert Briles's allegation is correct then:

- 22 a. The Directors and shareholders of Paul R. Briles, Inc., including Robert
23 Briles (as an individual and as the Trustee of the Rob Briles Revocable
24 Family Trust dated March 28, 1991) and Richard Briles (as an individual
25 and as the Trustee of the Rick and Keanna A. Briles Family Revocable
26 Trust dated December 12, 1990), intentionally failed to disclose that Paul
27 R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt®
28 and/or did not take reasonable measures to protect the secrecy of its trade

secrets, such that the representation about Paul R. Briles, Inc.'s ownership of trade secrets was deceptive;

b. Plaintiff could not have discovered this material information, which was in the exclusive control of Paul R. Briles, Inc., Robert Briles, and Richard Briles;

c. Plaintiff did not know that Paul R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its trade secrets when Plaintiff entered into, amended, and closed on the APA;

d. The Directors and shareholders of Paul R. Briles, Inc. intended to deceive Plaintiff by concealing that Paul R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its trade secrets when Plaintiff entered into, amended, and closed on the APA; and

e. Had Plaintiff known that Paul R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its trade secrets, Plaintiff reasonably would not have entered into, amended, or closed on the APA.

240. As a direct and proximate result of this concealment, Plaintiff has sustained and will continue to sustain significant harm and damages in an amount to be proven at trial.

FOURTEENTH CAUSE OF ACTION

Violation of Defend Trade Secrets Act,

18 U.S.C. §§ 1836 *et seq.*

(Alleged against Lisi USA, Lisi Canada, and Lisi France only)

241. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

1 242. PB Fasteners owns and possesses certain confidential, proprietary, and
2 trade secret information, as alleged above. This information includes dimensions,
3 formulae, and processes that are essential to the proper manufacture and function of
4 the SLEEVbolt® system.

5 243. PB Fasteners' confidential, proprietary, and trade secret information
6 relates to products and services, including the SLEEVbolt®, that are used, sold,
7 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
8 or foreign commerce.

9 244. PB Fasteners' confidential, proprietary, and trade secret information
10 derives economic value from not being generally known to, and not being readily
11 ascertainable through proper means by, the public or other persons who could obtain
12 economic value from the disclosure or use of the information.

13 245. PB Fasteners has made reasonable efforts to maintain the confidentiality
14 and secrecy of its proprietary information. These efforts include training employees
15 in the protection of corporate secrecy, requiring employees to sign confidentiality
16 agreements, limiting access to proprietary information, and performing exit
17 interviews with departing employees.

18 246. In violation of PB Fasteners' rights, Lisi USA, Lisi Canada, and Lisi
19 France (collectively "Lisi Aerospace") misappropriated PB Fasteners' confidential,
20 proprietary, and trade secret information through the improper and unlawful means
21 alleged herein, including (1) the hiring of a former employee with detailed knowledge
22 of proprietary information to re-create the SLEEVbolt®, and (2) the pursuit of
23 qualifications from Boeing to manufacture the SLEEVbolt® system. Lisi
24 Aerospace's misappropriation of PB Fasteners' trade secret information was
25 intentional, knowing, willful, malicious, fraudulent, and oppressive. Lisi Aerospace
26 has attempted, and continues to attempt, to conceal its misappropriation.

1 247. As a direct and proximate result of Lisi Aerospace's conduct, PB
2 Fasteners has sustained and will continue to sustain significant harm and damages in
3 an amount to be proven at trial.

4 248. In addition, because PB Fasteners has sustained and will continue to
5 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
6 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
7 secret information and to protect other legitimate business interests. Absent such
8 relief, PB Fasteners will continue to suffer irreparable injury, including in connection
9 with the RFP issued by Boeing in September 2018.

10 249. PB Fasteners has been damaged by all of the foregoing and is entitled to
11 an award of exemplary damages and attorneys' fees.

12 **FIFTEENTH CAUSE OF ACTION**

13 **Violation of California Uniform Trade Secrets Act,**

14 **Cal. Civ. Code §§ 3426 *et seq.***

15 **(Alleged against Lisi USA, Lisi Canada, and Lisi France only)**

16 250. PB Fasteners incorporates all of the above paragraphs as though fully set
17 forth herein.

18 251. PB Fasteners owns and possesses certain confidential, proprietary, and
19 trade secret information, as alleged above. This information includes dimensions,
20 formulae, and processes that are essential to the proper manufacture and function of
21 the SLEEVbolt® system.

22 252. These dimensions, formulae, and processes constitute trade secrets as
23 defined by California's Uniform Trade Secret Act because they derive economic
24 value from not being generally known to the public or other persons who could obtain
25 economic value from their disclosure or use.

26 253. PB Fasteners has made reasonable efforts to maintain the confidentiality
27 and secrecy of its proprietary information. These efforts include training employees
28 in the protection of corporate secrecy, requiring employees to sign confidentiality

1 agreements, limiting physical access to proprietary information, and performing exit
2 interviews with departing employees.

3 254. In violation of PB Fasteners' rights, Lisi USA, Lisi Canada, and Lisi
4 France (collectively "Lisi Aerospace") misappropriated PB Fasteners' confidential,
5 proprietary, and trade secret information through the improper and unlawful means
6 alleged herein, including (1) the hiring of a former employee with detailed knowledge
7 of proprietary information to re-create the SLEEVbolt®, and (2) the pursuit of
8 qualifications from Boeing to manufacture the SLEEVbolt® system. Lisi
9 Aerospace's misappropriation of PB Fasteners' trade secret information was
10 intentional, knowing, willful, malicious, fraudulent, and oppressive. Lisi Aerospace
11 has attempted, and continues to attempt, to conceal its misappropriation.

12 255. As a direct and proximate result of Lisi Aerospace's conduct, PB
13 Fasteners has sustained and will continue to sustain significant harm and damages in
14 an amount to be proven at trial.

15 256. In addition, because PB Fasteners has sustained and will continue to
16 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
17 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
18 secret information and to protect other legitimate business interests. Absent such
19 relief, PB Fasteners will continue to suffer irreparable injury, including in connection
20 with the RFP issued by Boeing in September 2018.

21 257. PB Fasteners has been damaged by all of the foregoing and is entitled to
22 an award of exemplary damages and attorneys' fees.

23 **SIXTHTEENTH CAUSE OF ACTION**

24 **Violation of Defend Trade Secrets Act,**

25 **18 U.S.C. §§ 1836 *et seq.***

26 **(Alleged against Space-Lok only)**

27 258. PB Fasteners incorporates all of the above paragraphs as though fully set
28 forth herein.

1 259. PB Fasteners owns and possesses certain confidential, proprietary, and
2 trade secret information, as alleged above. This information includes dimensions,
3 formulae, and processes that are essential to the proper manufacture and function of
4 the SLEEVbolt® system.

5 260. PB Fasteners' confidential, proprietary, and trade secret information
6 relates to products and services, including the SLEEVbolt®, that are used, sold,
7 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
8 or foreign commerce.

9 261. PB Fasteners' confidential, proprietary, and trade secret information
10 derives economic value from not being generally known to, and not being readily
11 ascertainable through proper means by, the public or other persons who could obtain
12 economic value from the disclosure or use of the information.

13 262. PB Fasteners has made reasonable efforts to maintain the confidentiality
14 and secrecy of its proprietary information. These efforts include training employees
15 in the protection of corporate secrecy, requiring employees to sign confidentiality
16 agreements, limiting access to proprietary information, and performing exit
17 interviews with departing employees.

18 263. In violation of PB Fasteners' rights, Space-Lok misappropriated PB
19 Fasteners' confidential, proprietary, and trade secret information through the
20 improper and unlawful means alleged herein, including the pursuit of qualifications
21 from Boeing to manufacture the SLEEVbolt® system. Space-Lok's misappropriation
22 of PB Fasteners' trade secret information was intentional, knowing, willful,
23 malicious, fraudulent, and oppressive. Space-Lok has attempted, and continues to
24 attempt, to conceal its misappropriation.

25 264. As a direct and proximate result of Space-Lok's conduct, PB Fasteners
26 has sustained and will continue to sustain significant harm and damages in an amount
27 to be proven at trial.
28

1 265. In addition, because PB Fasteners has sustained and will continue to
2 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
3 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
4 secret information and to protect other legitimate business interests. Absent such
5 relief, PB Fasteners will continue to suffer irreparable injury.

6 266. PB Fasteners has been damaged by all of the foregoing and is entitled to
7 an award of exemplary damages and attorneys' fees.

8 **SEVENTEENTH CAUSE OF ACTION**

9 **Violation of California Uniform Trade Secrets Act,**

10 **Cal. Civ. Code §§ 3426 *et seq.***

11 **(Alleged against Space-Lok only)**

12 267. PB Fasteners incorporates all of the above paragraphs as though fully set
13 forth herein.

14 268. PB Fasteners owns and possesses certain confidential, proprietary, and
15 trade secret information, as alleged above. This information includes dimensions,
16 formulae, and processes that are essential to the proper manufacture and function of
17 the SLEEVbolt® system.

18 269. These dimensions, formulae, and processes constitute trade secrets as
19 defined by California's Uniform Trade Secret Act because they derive economic
20 value from not being generally known to the public or other persons who could obtain
21 economic value from their disclosure or use.

22 270. PB Fasteners has made reasonable efforts to maintain the confidentiality
23 and secrecy of its proprietary information. These efforts include training employees
24 in the protection of corporate secrecy, requiring employees to sign confidentiality
25 agreements, limiting physical access to proprietary information, and performing exit
26 interviews with departing employees.

27 271. In violation of PB Fasteners' rights, Space-Lok misappropriated PB
28 Fasteners' confidential, proprietary, and trade secret information through the

1 improper and unlawful means alleged herein, including the pursuit of qualifications
2 from Boeing to manufacture the SLEEVbolt® system. Space-Lok's misappropriation
3 of PB Fasteners' trade secret information was intentional, knowing, willful,
4 malicious, fraudulent, and oppressive. Space-Lok has attempted, and continues to
5 attempt, to conceal its misappropriation.

6 272. As a direct and proximate result of Space-Lok's conduct, PB Fasteners
7 has sustained and will continue to sustain significant harm and damages in an amount
8 to be proven at trial.

9 273. In addition, because PB Fasteners has sustained and will continue to
10 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
11 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
12 secret information and to protect other legitimate business interests. Absent such
13 relief, PB Fasteners will continue to suffer irreparable injury.

14 274. PB Fasteners has been damaged by all of the foregoing and is entitled to
15 an award of exemplary damages and attorneys' fees.

16 **EIGHTEENTH CAUSE OF ACTION**

17 **Violation of Defend Trade Secrets Act,**

18 **18 U.S.C. §§ 1836 *et seq.***

19 **(Alleged against Montgomery Machine only)**

20 275. PB Fasteners incorporates all of the above paragraphs as though fully set
21 forth herein.

22 276. PB Fasteners owns and possesses certain confidential, proprietary, and
23 trade secret information, as alleged above. This information includes dimensions,
24 formulae, and processes that are essential to the proper manufacture and function of
25 the SLEEVbolt® system.

26 277. PB Fasteners' confidential, proprietary, and trade secret information
27 relates to products and services, including the SLEEVbolt®, that are used, sold,
28

1 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
2 or foreign commerce.

3 278. PB Fasteners' confidential, proprietary, and trade secret information
4 derives economic value from not being generally known to, and not being readily
5 ascertainable through proper means by, the public or other persons who could obtain
6 economic value from the disclosure or use of the information.

7 279. PB Fasteners has made reasonable efforts to maintain the confidentiality
8 and secrecy of its proprietary information. These efforts include training employees
9 in the protection of corporate secrecy, requiring employees to sign confidentiality
10 agreements, limiting access to proprietary information, and performing exit
11 interviews with departing employees.

12 280. In violation of PB Fasteners' rights, Montgomery Machine
13 misappropriated PB Fasteners' confidential, proprietary, and trade secret information
14 through the improper and unlawful means alleged herein, including the pursuit of
15 qualifications from Boeing to manufacture the SLEEVbolt® system. Upon
16 information and belief, Montgomery Machine's misappropriation of PB Fasteners'
17 trade secret information was intentional, knowing, willful, malicious, fraudulent, and
18 oppressive. Upon information and belief, Montgomery Machine has attempted, and
19 continues to attempt, to conceal its misappropriation.

20 281. As a direct and proximate result of Montgomery Machine's conduct, PB
21 Fasteners has sustained and will continue to sustain significant harm and damages in
22 an amount to be proven at trial.

23 282. In addition, because PB Fasteners has sustained and will continue to
24 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
25 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
26 secret information and to protect other legitimate business interests. Absent such
27 relief, PB Fasteners will continue to suffer irreparable injury.
28

1 283. PB Fasteners has been damaged by all of the foregoing and is entitled to
2 an award of exemplary damages and attorneys' fees.

3 **NINETEENTH CAUSE OF ACTION**

4 **Violation of California Uniform Trade Secrets Act,**

5 **Cal. Civ. Code §§ 3426 *et seq.***

6 **(Alleged against Montgomery Machine only)**

7 284. PB Fasteners incorporates all of the above paragraphs as though fully set
8 forth herein.

9 285. PB Fasteners owns and possesses certain confidential, proprietary, and
10 trade secret information, as alleged above. This information includes dimensions,
11 formulae, and processes that are essential to the proper manufacture and function of
12 the SLEEVbolt® system.

13 286. These dimensions, formulae, and processes constitute trade secrets as
14 defined by California's Uniform Trade Secret Act because they derive economic
15 value from not being generally known to the public or other persons who could obtain
16 economic value from their disclosure or use.

17 287. PB Fasteners has made reasonable efforts to maintain the confidentiality
18 and secrecy of its proprietary information. These efforts include training employees
19 in the protection of corporate secrecy, requiring employees to sign confidentiality
20 agreements, limiting physical access to proprietary information, and performing exit
21 interviews with departing employees.

22 288. In violation of PB Fasteners' rights, Montgomery Machine
23 misappropriated PB Fasteners' confidential, proprietary, and trade secret information
24 through the improper and unlawful means alleged herein, including the pursuit of
25 qualifications from Boeing to manufacture the SLEEVbolt® system. Upon
26 information and belief, Montgomery Machine's misappropriation of PB Fasteners'
27 trade secret information was intentional, knowing, willful, malicious, fraudulent, and
28

1 oppressive. Upon information and belief, Montgomery Machine has attempted, and
2 continues to attempt, to conceal its misappropriation.

3 289. As a direct and proximate result of Montgomery Machine's conduct, PB
4 Fasteners has sustained and will continue to sustain significant harm and damages in
5 an amount to be proven at trial.

6 290. In addition, because PB Fasteners has sustained and will continue to
7 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
8 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
9 secret information and to protect other legitimate business interests. Absent such
10 relief, PB Fasteners will continue to suffer irreparable injury.

11 291. PB Fasteners has been damaged by all of the foregoing and is entitled to
12 an award of exemplary damages and attorneys' fees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PB Fasteners respectfully requests the following relief:

15 292. Judgment in PB Fasteners' favor and against Defendants on all causes of
16 action alleged herein;

17 293. For damages in an amount to be further proven at trial, including trebling
18 of all damages awarded with respect to the Third Cause of Action;

19 294. For preliminary and permanent injunctive relief;

20 295. For judgment that this is an exceptional case;

21 296. For exemplary or punitive damages;

22 297. For restitution;

23 298. For costs of suit incurred herein;

24 299. For prejudgment interest;

25 300. For attorneys' fees and costs; and

26 301. For such other and further relief as the Court may deem to be just and
27 proper.
28

DEMAND FOR JURY TRIAL

PB Fasteners hereby demands trial by jury for all causes of action, claims, or issues in this action that are triable as a matter of right to a jury.

Dated: August 27, 2019

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